



1. Terms of Sale:

The following conditions apply to all offers, sales and deliveries. When placing an order, the buyer fully agrees to all these terms and conditions. Any discrepancies from these conditions need to be stipulated separately and need to be confirmed by Fritz Kohl GmbH & Co.KG in writing. In all events, contract formations and special agreements made by representatives of the supplier, need to be confirmed in writing and are always subject to prior sale. All offers are subject to change without further notice. Our standard delivery term is ex works unless otherwise expressly agreed. We hereby object to any counter confirmations, counter offers or other references by the buyer with reference to his general terms and conditions; any dissenting terms and conditions of the buyer shall only apply in case that we have confirmed same in written.

2. Order Confirmation:

Orders are not legally binding before having been confirmed by the supplier in writing. If the supplier does not confirm an orally or by telephone closed order especially in writing, the invoice issued by the supplier is valid as confirmation. "On call"-orders need to be called off by the buyer within 365 days after receipt of the order confirmation.

3. Invoicing and Payment:

- a) The company Fritz Kohl GmbH & Co. KG reserves the right to invoice the agreed service by post or electronically by e-mail. In addition to point 1 of these terms and conditions, Fritz Kohl GmbH & Co. KG can settle processes by issuing a credit note according to § 14 Abs. 2 UStG in case of acting as service recipient. Cancellation of this billing method by the service provider is only possible within 7 days of the credit note date. In this case the service provider has to send a proper invoice according to § 14 UStG within 3 days after cancellation to the service recipient.
- b) The demands of the delivery company are payable within 30 days after receipt of the invoice without deductions. In case the buyer comes in default of payment with other demands towards the seller, the purchase price is due immediately (payment in advance). Same applies if the uncertainty of his financial situation becomes known through insolvency, court or out-of-court settlement, bill protest, lawsuits, etc.
- c) Payments with debt-discharging effect, unless expressly agreed otherwise (e.g. check payment), can only be made to the bank account of a credit institution of the seller located in Germany (Fritz Kohl GmbH & Co. KG, Laudenbacher Weg 22, 97753 Karlstadt).
- d) Bills of exchange and checks: If the buyer wants to pay with bills of exchange, this requires a special agreement. Bills of exchange and checks are only accepted subject to their redemption. Discount charges are to be remunerated by the purchaser in cash. For bills of exchange or checks drawn on out-of-town places or abroad, the seller assumes no liability for the provision of the protest.

4. Shipment; Delivery

- (1) The goods always travel uninsured and in any case at the risk of the buyer. This also applies to carriage paid delivery and regardless of which means of transport is used. A transport insurance is only taken out on the express request of the buyer. The resulting costs are exclusively for the account of the buyer.
- (2) In the absence of any agreement to the contrary, the choice of place of dispatch, the forwarding route as well as the means of transport takes place by the seller in the best discretion, without taking over liability for cheapest and fastest transportation.
- (3) If the buyer provides the means of transport, he is responsible for the punctual provision.
- (4) The seller is entitled to reasonable partial deliveries.
- (5) Our delivery obligation shall at all times be subject to timely and orderly delivery by our own suppliers.
- (6) Unless otherwise expressly agreed in writing, any indicated time of delivery or unloading shall be non-binding.

- (7) Delivery impediments due to force majeure or because of unforeseeable events that are out of our control, including, among others, breakdowns, strike, lockout, Government ordinances, subsequently effected cessation of export or import possibilities as well as our reservation in relation to our own supply with goods pursuant to the previous subparagraph (6) above, shall, for the duration and extent of their effects, exempt us from the obligation to observe delivery and unloading times agreed upon and give us the right to withdraw from the contract, without giving the buyer the right to claim for damages.
- (8) If, in the absence of delivery impediment as stated in subparagraph 7 above, a delivery or unloading time is exceeded, the buyer shall grant the seller in writing a reasonable extension of time amounting to at least two (2) weeks. If we culpably do not comply with this grace period then the buyer shall be authorized to withdraw from the contract; however the buyer shall not be authorized to enforce claims for damages arising from non-fulfilment or arrears, except in the case of intent or gross negligence on our part.

5. Investigation Obligation and Claim Responsibility

- (1) Upon delivery at the agreed destination, respectively during pick-up of the goods, the buyer shall immediately
 - a) check the goods with regard to number of pieces and packing and to indicate any complaints on the delivery note or on the waybill, and
 - b) to do a quality control at least on a spot check basis which is representative, for this to open the packaging (cartons, foils etc.) to an appropriate extent and to check the condition of the goods personally.
- (2) In case of a claim concerning any defects, the buyer needs to adhere to the following terms and deadlines:
 - a) The complaint shall be submitted by the elapse of the working day that follows the inbound delivery of the goods to the destination agreed upon or their take-over. In case of a report of a hidden defect, which was not detected despite properly inspection as stated in subparagraph 1 above, a different deadline regulation comes into effect: in this case, the complaint must be made before the end of the following business day from the date of detection.
 - b) The complaint shall be submitted within the aforementioned deadlines in writing, by telegram, telex or fax in detail. A complaint by telephone is not sufficient. Complaints towards agents or broker are not accepted.
 - c) The complaint must clearly indicate the kind and extent of the alleged defect.
 - d) The buyer is obliged to keep the claimed merchandise ready for inspection at the site of examination so that we, our suppliers or experts appointed by us may inspect them.

- (3) No objections with regard to quantities or packaging of the goods shall be possible unless a note has been placed on the delivery or a consignment note or a receipt of acknowledgement in accordance with subparagraph (1) (a) above. Moreover, right to object shall cease to exist, when the Buyer has mixed, used or resold the goods delivered or shall have started its processing.
- (4) Goods complained about in non-compliance with terms and deadlines shall be considered as approved and accepted.
- (5) Obligations of the buyer according to §§ 377, 381 HGB remain unaffected.

6. Limitation of Liability:

- (1) Our liability is excluded except of claims for compensation of the buyer referring to guaranteed qualities, violation of life, the body or health or the breach of major contractual obligations as well as the liability for other damages based on a deliberate or grossly negligent breach of duty from us, our institutions, legal representatives, employees or other vicarious agents. Significant contractual obligations are those whose fulfillment enables the proper execution of the contract in the first place and whose fulfillment is necessary to achieve the objective of the contract and on the compliance of which the contractual partner may regularly rely.
- (2) In the event of a breach of essential contractual obligations, we are only liable for the contractually typical, foreseeable damage, if this was simply caused by negligence, unless it concerns claims for damages of the buyer from injury to life, limb or health.
- (3) The limitations of paragraphs (1) and (2) shall also apply in favor of the legal representatives and vicarious agents of the provider, if claims are asserted directly against them.
- (4) The provisions of the Product Liability Act remain unaffected.

7. Retention of Title:

If the buyer is a merchant, the goods remain the property of the seller until the buyer has paid all claims from the business relationship, in particular from any current account balance. The goods are to be insured by the buyer against fire. The buyer is not entitled to pledge or transfer the goods for security.

Attachments by other creditors are to be reported to the seller immediately. The seller may demand the return of the goods in case of default, without withdrawing from the contract. For the resale of the goods the buyer is entitled only in the orderly business enterprise, no matter if the merchandise is unprocessed, processed or bonded to something else. The purchase money receivables resulting from the resale shall be assigned to the supplier as soon as they arise as a precautionary measure. At the request of the seller, the buyer must provide the names of the

third party debtors and the amount of their claims. The buyer, as agent of the supplier, is only entitled to collect the assigned claims as long as he duly fulfills his obligations towards the seller. The collected amounts are to be paid immediately to the seller. As far as this does not happen, they are the property of the seller and must be kept separately. If the goods are processed by the buyer, the retention of title of the seller also extends to the new item pro rata in the value of the delivered goods according to the invoice amount. In case of processing or mixing with foreign objects, the seller acquires ownership of the property in proportion to the value of the delivered goods according to the invoice amount acc. §§ 947, 948 BGB.

8. Default of Acceptance:

If the buyer is in delay with the collection of the goods held ready to be picked up according to the contract or otherwise with the acceptance of the goods, the latter shall store from then on for the account of the buyer with the seller. From this point of time, the seller is not liable for any loss, depreciation or damage caused by fire, theft, weather, catastrophes, the effects of war and the same of which the sold goods are concerned, as far as the seller does not act intentionally and grossly negligently.

9. Place of Fulfilment and Jurisdiction:

For all disputes arising from the contractual relationship Würzburg is the place of jurisdiction in so far as the contracting party is a merchant or a legal entity under public law.

10. Contractual Relationship

For the contractual relationship, the law of the Federal Republic of Germany under exclusion of the UN Sales Convention applies. The contract language is German.

11. Privacy Policy

We collect, process and use your personal data, in particular your contact details for the processing of your contracts, your inquiries on our homepage or for advertising purposes. For all information in connection with the handling of data, we refer to our separate privacy policy on the homepage.

12. Maturity

If the seller receives unfavorable information about the assets of the buyer - this also applies if the financial position was already the same at the time of purchase - then the seller may, at his discretion, cancel the contract or change payment terms to "Cash in Advance" if the goods have not yet been delivered. In case of delivered but unpaid merchandise, the seller can demand cash payment or return delivery.

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